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HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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Starnes, Tracy A. et vir Robert M.

CHK-00789

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BEGAUSE OF GOLOR OR

RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode: 12743

## PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this day of Arch 200 by and between Tracy A. Starnes and husband, Robert M. Starnes, whose address is 304 Creekside Drive Keller, Texas 76248, as Lessor, and HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, 13465 Midway Road, Suite 400, Dallas, Texas 75244, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

## See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>. State of TEXAS, containing <u>0.2043</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of (5) five years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

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- 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of work, and the construction and use of roads, canals, pipelines, stanks, water wells, disposal wells, injection wells, piles, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, some control of the control o

- - 17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)		Jaci aStarner	_
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KOBERT M. STARNES		Tracy A Starnes	
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My Commission Expires June 08, 2011	Notary's	s name (printed):	vid Toury
Julie 08, 2011	CORPORATE ACKNOWLEDG	MENT / 6/2	4/11 -
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	Notary's	Public, State of Texas s name (printed): s commission expires:	
	RECORDING INFORMATIO	)N	
STATE OF TEXAS			
County of			
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Book, Page, of the	records of this office.		
	Ву		
		Clerk (or Deputy)	
od 88 (4-89) - PU 640 Acres Pooling NSU w/a Option (10/29)	Page 2 of 3	Initials	(a) - 10

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Prod 88 (4-89) - PU 640 Acres Pooling NSU w/o Option (10/29)

## Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the day of March. 2009, by and between, HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, as Lessee, and Tracy A. Starnes and husband, Robert M. Starnes as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.2043 acre(s) of land, more or less, situated in the J.A Dunham Survey, Abstract No. 424, and being Lot 9, Block 4, Shadowbrook Place, an Addition to the City of Keller, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-187, Page/Slide 4 of the Plat Records of Tarrant County, Texas, and being further described in that certain General Warranty Deed with Vendors Lien recorded on 07/29/2002 as Instrument No. D202206056 of the Official Records of Tarrant County, Texas.

ID: , 37939H-4-9